

Affidavit of Further Support of Trustees

MOTION TO DISMISS

March 11, 2023

Honorable Judge Jil Mazer-Marino  
Bankruptcy Judge  
U S Bankruptcy Court Eastern District New York

Case: #1-23-44680-jmm Rehan Reham

Dear Judge Mazer-Marino,

My name is Gary Sexton and I am the principal of Sexton Interests IV, Ltd., an unsecured creditor in the above titled case. I now support the trustee's Motion to Dismiss even more than in the past and my reasons for doing so are better explained by the nine exhibits attached hereto, especially the very first one. It's an invitation from Rehan Reham Raja to an event being held at the Raja Farms and Stud Ranch located outside of Lahore Pakistan and addressed to many local dignitaries. Clearly my previous concerns regarding Mr. Rehman's identity were justified, more clearly, his name is Rehan Rehman Raja as indicated in the invitation along with his brother, Kashan Raja; the name his brother goes by.

The invitation posted March 2023, by Rehan Raja was on his Facebook page. In Exhibit 2 is a still shot of a video posted of Raja working on the lease premises and Exhibit 3 is the SAME still shot posted on Rehman's Facebook page. Why would someone with the last name of Raja with no connection to the leased premises post such a video, BECAUSE HE USES TWO LAST NAMES. One last name is Rehman when dealing with your court, Sexton Interests 4, Ltd, and the Southern Bankruptcy District in

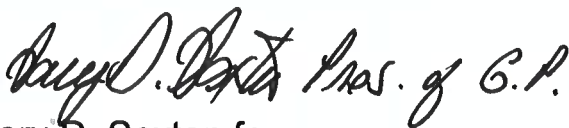
Texas while Raja is his real last name, the one who owns a Texas ranch named The Alvinpura Ranch mentioned in exhibit 4, a helicopter in Exhibit 5 and an antique car collection housed at the ranch that in his own words "has lots of value for me" in Exhibit 6. All posted by Rehan Raja in March 2023 on Facebook.

Exhibit 7 is an aerial of the ranch "taken from the Helicopter" according to his own words posted in March 2023. Exhibit 8 is an Affidavit of Hardship trying to convince the Texas Bankruptcy court that he's without means, money or ways to get by as well as describes the act of "dumping dirt for free" on the lease premises. And finally Exhibit 9 is a copy of a judgment against Rehan Rehman in the amount of \$390,000. in favor of the Trustee for funds borrowed from the SBA in August of 2021, the same month Mr. Rehman leased the lease premise from Sexton Interests IV, Ltd. I assume the judgement is for the SBA funds that MR. REHMAN had no explanation for after transferring them to the accounts in the names of his Daughters and his Son.

I understand the implications of what I've stated to this court but the fact remains that Rehan Rehman is named Rehan Raja.

A word about this filing, it will come in two submissions and be comprised of PDFs, first his Affidavit with exhibits 1-4 and the second submission with exhibits 5-9.

Sincerely and Respectfully,

A handwritten signature in black ink, appearing to read "Gary D. Sexton Pres. of G.P.", written in a cursive style.

Gary D. Sexton for  
Sexton Interests IV, Ltd.  
713-702-0580



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Mr. Rehan Ur Rehman Raja and Mr. Kashan Ur Rehman Raja request for your gracious presence on the Friends get-together and Lunch at Dera Raja Khushbakht Ur Rehman on January 17th, 2021. We would be grateful if you spare your precious time and join us. Looking forward to see you there.

Time: 12pm  
Venue: Raja Agricultural and Stud Farms,  
Mudwala Khurd Tehsil & District Sheikhupura.

This photo is from a post. View post

Rehan Raja March 24, 2023 ·

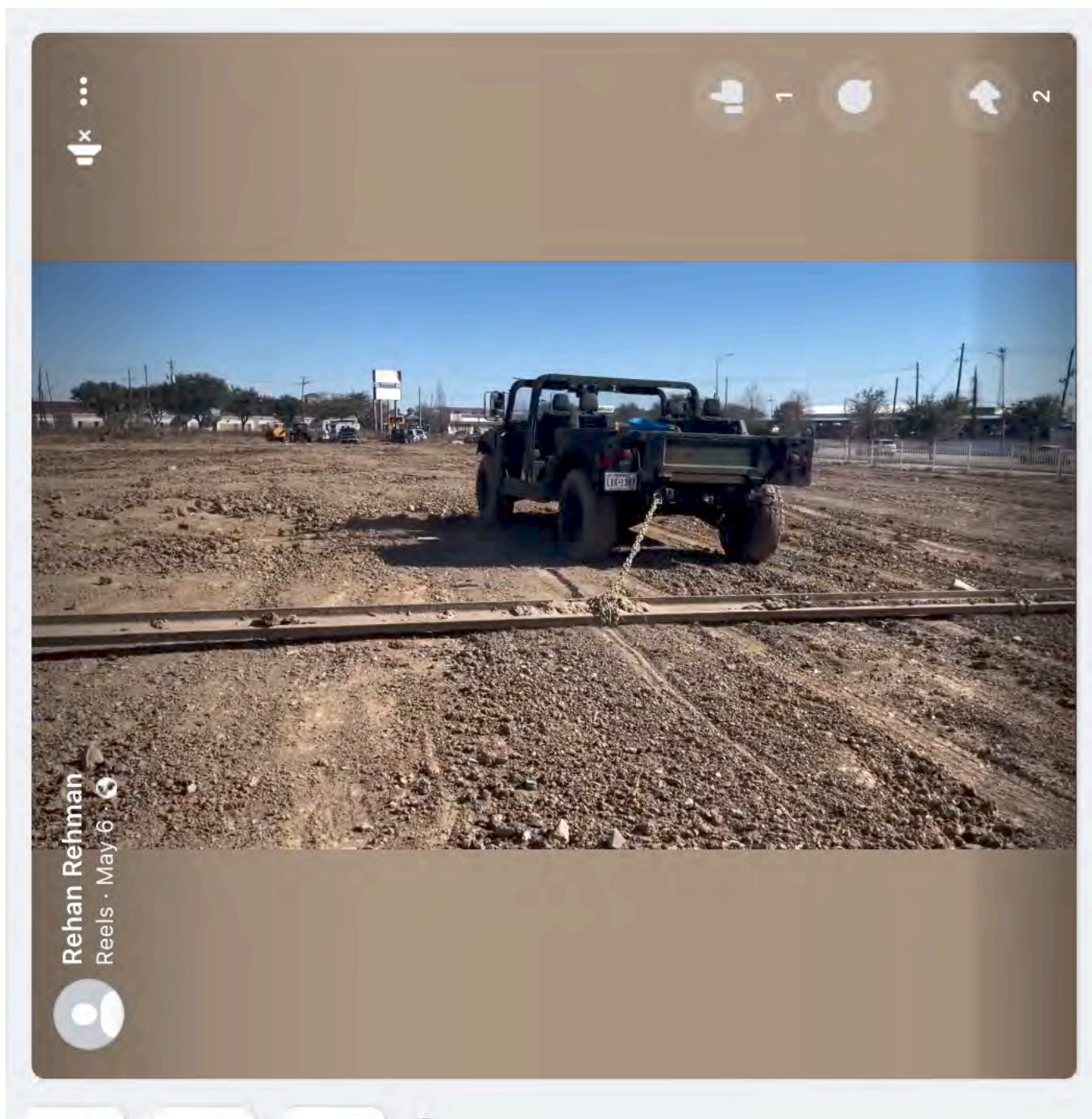
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Exhibit #4 Rehan Reham/Raja at "Alvinpura Ranch Texa...  
1 page

Search



**Rehan Raja**  
March 25, 2023 · 🌐

My very old childhood friend visited Alvinpura Ranch Texas, and we met after almost 40 years, we had fun shooting guns BBQ Dinner and lots of talks.

👍 Like    💬 Comment    ➦ Share

Write a comment...

🗨️ 😊 📷 GIF 🎭 ➤

**UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF  
TEXAS  
HOUSTON DIVISION**

United States Courts  
Southern District of Texas  
**FILED**  
**AUG 05 2022**  
Nathan Ochsner, Clerk of Court

Chapter 7

**CHRISTOPHER MURRAY, TRUSTEE**

Case No. 21-31686

Adv. No. 22-03015

**Plaintiff**

**-vs-**

**REHAN REHMAN; AZRA RASHID;  
ARSHAINA REHMAN; & ARSHMAINA  
REHMAN**

**Defendant**

**REHMAN'S AFFIDAVIT TO PRESENT HARDSHIP**

**I, Rehan Rehman, of Pearland, TX, in Brazoria, Texas, MAKE OATH AND SAY THAT:**

**Defendants, Rehan Rehman; Azra Rashid; & Arshaina Rehman at 3112 Ivy Dale  
Road, Pearland, TX 77581; & Defendant Arshmaina Rehman at 17016 77th  
Road, Fresh Meadows, NYU 11366.**

Rehan Rehman and all the other defendants, submit this request to the honorable court in order to present our hardship in life to survive, after losing everything in this Chapter 7 case.

**Respected Judge,**

I am writing this statement after a strong feeling that I was unable to express myself in your court. I understand that I have a language barrier and a lack of court etiquette. I apologize for any incivility. I would like to clarify certain realities about our case and want to bring them on record by filing this statement in court.

1- We do not have any money to hire an attorney. Without the proper assistance of an attorney, we are unable to defend ourselves against all these allegations. In order to serve proper justice, we must have an attorney to stand a trial. Unfortunately, our previous attorney Mr. Timothy Wentworth quit because we did not have the means to pay him.

2- We did not conceal or transfer funds anywhere to ploy the system. Our expenses and spending are on our bank statements. Since the initial start of the business, we had the same practice of buying food and any other personal expenses on business debit cards. The four of us family members myself, Azra, Arsalan, and Arsalina were managing the lot. We would buy food two times a day for ourselves and for the employees. This is the reason why our bank statements are flooded with restaurant-related charges. Unfortunately, we had no guidance to keep personal expenses separate from the business. We should have drawn a salary and spent from that portion. It is my mistake and mismanagement due to my lack of guidance and business training.

3- I admit, it's my mistake that I did not immediately notify the court about the return of the SBA check that I sent back to pay my EIDL loan. My attorney at that time was positive that the Chapter 11 reorganization plan will be approved, and that we would be fine.

4- Moreover, after I spoke with the local SBA Lender Relations Specialist Mr. Jesus Gomez, and explained my situation to him in regards to the returned check and the bankruptcy case his response was that he saw no indication that I should return funds. His advice was that the money is given to run the business and to keep employees on the payroll. I was consulted to return the money as the loan contract agreement says. It states our first payment is due after 18 months of receiving the funds. Please refer to the "SBA Loan Agreement" attached as **Exhibit #6**.



5- I have also provided our bank statements. Presently, this shows the accounts are in minus or have a few dollars. Please refer to **Exhibit #1**.

6- We are paying our bills and home mortgage by borrowing money or getting high-interest loans. Please refer to **Exhibit #2** for the loan documents.

7- I am currently 3 months behind on my car payments and on the verge of repossession. My credit card payments are also 3 months delinquent. I have a Fingerhut credit card behind on payments as well. Please refer to **Exhibit # 5**.

8- A sanction was assigned by the court to award the Trustee attorneys' fees in the amount of **\$6,376.95**. Per our attached bank statements (**Exhibit #1**), it is evident how hard we are trying to survive. We are again paying our bills and mortgage by getting high-interest loans and selling things, we cannot pay this fine, **I am kindly requesting you to please reconsider to terminate this order or providing us a payment plan. I can only pay \$100 per month.**

9- The landlord Mr. Derek and Mr. Jeff sent a letter to the court trying to settle personal scores with me. The majority of the letter is false accusations. I must start from somewhere to support my life and family. I do not want to be a burden on anyone after losing my established business and all my assets.

Yes, I leased this piece of land on Airport Blvd. I am trying my best without any resources to build a business as this is all that I know. I have no funds and I am struggling to do this all by myself. I have already explained all the details about my equipment in court on the day I was called in to testify. I have no funds hence why this project is hardly moving forward. It is false and wrong that I am paying \$100 per load to have dirt dumped onto the land. Below I have listed the parties who dumped or are dumping dirt for free. They also used their own equipment to level and spread it, with the exception of **Don King**.

1-**Don King** Ph# 713-875-6657

2- **Jon** Ph# 714-706-2818

3- **Alex (CRC & associates)** Ph# 713-721-0423

I have no money, no job, and no savings. I have attached a lease agreement of this land that shows the first rent payment is due in January of 2023. I am currently only paying the nominal triple net charges. Please refer to **Exhibit #3** for the leasing agreement.

Notably, I am skilled at operating almost all kinds of equipment and machines. This includes operating dozers, compact rollers, excavators and etc. I served in the Air force for about 8 years and can even fly fighter planes and helicopters.

In regards to the letter, allegations were also raised about my son claiming he has \$1 million dollars. Again, this is false and wrong. Unfortunately, he does not have any such means and will even ask his mother or sisters for \$20 dollars. Please refer to his Affidavit marked as **Exhibit #4**. Arsalan's Bank Statements are marked as **Exhibit #1**.

There was also the concern of a property sale of a house in New York. The honest truth is that I was trying my best to save this business, Park 4 Less, LLC that I built spending every dime in my pocket and every resource that I had. I was trying to buy time to show him "the light at the end of the tunnel". I never had or sold any house anywhere, including NY in the last 10 years.

10- **Your honor**, the Trustee refused my multiple requests to sell the business back to me. I have all the emails that I've sent to him requesting him to provide me a contract of sale, in order for us to pay all the dues and expenses to get it back. I believe that that could be the best option for everyone. I still have qualified buyers in hand willing to pay the top price if you would consider it. If you could provide me a chance to sell it, we can pay every creditor, court fees, and trustee's expenses. I can also get the means to move on with my and my family's life.

11- Again, we are unable to fight this case without the assistance of an attorney. Unfortunately, we do not have the funds to hire one. I am kindly requesting the court to impose the previous judgment. I am considering the pure business expenses which were paid towards rent and employees' salaries in a total exceeding over \$120,0000, plus the salaries promised by the trustee to pay to me and the family members working at the lot for nine months.

Whatever the total of our personal expenses minus all the business expenses spent towards rent and salaries should be imposed on me to be paid in installments as a judgment. This way I can afford to seek legal counsel.

Affidavit

Page 5 of 6

12- **Your honor**, the SBA contract says that the first loan installment is due in the first quarter of 2023. I will pay my loan installments as stated in the loan agreement. Please refer to the "SBA Loan Agreement", **Exhibit #6**.

13- **Your Honor**, I may have failed to explain my points properly. I will highly appreciate it if you allow me to personally come to the court and explain everything in detail.

**Your Honor**, I can physically appear and testify under the Oath that all my above statement is true based upon the true facts.

***All of us declare under penalty of perjury that the foregoing is true and correct.***

**Signed By:**

X 

**Rehan Rehman**

Dated: August 5 2022.

X 

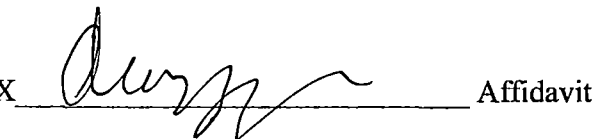
**Azra Rashid**

Dated: August \_\_\_\_\_ 2022.

X 

**Arshaina Rehman**

Dated: August 4 2022.

X  Affidavit

**Arshmaina Rehman**

Dated: August \_\_\_\_\_ 2022.



*Affidavit*

Page 6 of 6

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**ENTERED**

October 11, 2022

Nathan Ochsner, Clerk

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:	§	
	§	Chapter 7
PARK 4 LESS, LLC	§	
	§	Case No. 21-31686
Debtor.	§	
<hr/>		
CHRISTOPHER MURRAY, TRUSTEE	§	
Plaintiff	§	
v.	§	Adv. No. 22-03015
	§	
REHAN REHMAN; AZRA RASHID;	§	
ARSHAINA REHMAN; &	§	
ARSHMAINA REHMAN	§	
Defendants	§	

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STIPULATED FINAL JUDGMENT AND ORDER

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Plaintiff, Christopher Murray (the “**Trustee**”), Chapter 7 Trustee for the estate of Park 4 Less, LLC (the “**Debtor**”), commenced this adversary proceeding by filing his *Original Complaint* (the “**Complaint**”) on January 31, 2022, and Defendants Rehan Rehman, Azra Rashid, Arshaina Rehman, and Arshmaina Rehman (collectively, the “**Defendants**”) were served with the summons and the Complaint. The Trustee and the Defendants have agreed to settlement of this adversary proceeding as set forth below.

THEREFORE, on the joint motion of the Trustee and the Defendants, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

**I. FINDINGS**

1. This Court has jurisdiction over the subject matter and the parties pursuant to 28 U.S.C. §§ 157 and 1334 and the General Order 2012-6 (the “General Order of Reference”) entered in the Southern District of Texas.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (E), & (O).
3. Venue is proper in this district pursuant to 28 U.S.C. § 1409.

4. The Complaint states a claim upon which relief may be granted against Defendant Rehan Rehman under 11 U.S.C. §§ 362, 542, & 549.

5. The Court incorporates its findings from its *Order on Hearings about Rehan Rehman* [DE 36].

6. Rehan Rehman agreed that this Stipulated Judgment and Order was not dischargeable if he later filed a petition for relief in bankruptcy.

7. Rehan Rehman has entered into this Stipulated Judgment freely and without coercion. Rehan Rehman further acknowledged that he has read the provisions of this *Stipulated Final Judgment and Order* and is prepared to abide by them.

## **II. ORDER**

IT IS HEREBY ORDERED that:

A. Judgment is hereby entered in favor of the Trustee and against Rehan Rehman in the amount of \$390,000.00.

B. That the judgment shall be non-dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(2) & (4).

## **III. FEES AND COSTS**

IT IS FURTHER ORDERED that each party hereby agrees to bear their own costs and attorneys' fees incurred in connection with this case.

## **IV. RETENTION OF JURISDICTION**

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over all matters related to the interpretation, modification, enforcement, or implementation of this Order.

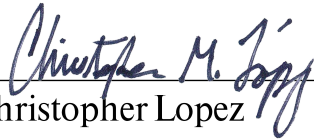
## **V. COMPLETE SETTLEMENT**

The parties hereby consent to the entry of the foregoing Order which shall constitute a final judgment and order in this adversary proceeding. The parties further stipulate and agree that the entry



of the foregoing Order shall constitute a full, complete, and final disposition of this matter with respect to the Defendants.

Signed: October 11, 2022

  
\_\_\_\_\_  
Christopher Lopez  
United States Bankruptcy Judge

THE BEATTY LAW FIRM PC

By: \_\_\_\_\_

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State Bar No. 24051740

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*Counsel for the Trustee*

  
\_\_\_\_\_  
Rehan Rehman




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 **Rehan Raja**  
March 25, 2023 · 🌐

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